The English bankruptcy statute provides that any settlement of property, not made in favor of a *bonâ fide* purchaser, shall, if the settlor becomes bankrupt within two years, be void as against the trustee in bankruptcy. 46 & 47 VICT., c. 52, § 47. By subsection 3, a "settlement" is defined to include any conveyance or transfer. The transfer to the landlord was for value and in good faith, and clearly cannot be upset. *In re Carter & Kenderdine's Contract*, [1897] 1 Ch. 776. But it inured to the sole benefit of the nephew, and as a volunteer he would seem to be within the provisions of the statute, and bound to disgorge. The English courts, however, hold that the word "settlement" covers only those gifts where it was intended that the donee should retain the subject matter more or less permanently. *In re Plummer*, [1900] 2 Q. B. 790. Since the property never passed to the donee, the principal case may be supported on this very technical construction. See *In re Harrison*, [1900] 2 Q. B. 710. If the other requisites for a fraudulent conveyance were present, however, the result would probably have been different in our courts. See *Merchants' & Miners' Transportation Co.* v. *Borland*, 53 N. J. Eq. 282, 31 Atl. 272; 25 AM. L. REV. 185, 196.

BANKRUPTCY — PARTNERSHIP CASES — EFFECT OF DISCHARGE OF FIRM ON LIABILITY OF NON-BANKRUPT PARTNERS. — A bankrupt partnership offered a composition whose terms provided for the release of the members from individual liability on firm debts. As the partners were not personally bankrupt and their private estates were not being administered, the bankruptcy court required that this condition be omitted. After accepting the amended composition, the creditors sue the individual partners in the state court. *Held*, that the actions will be enjoined, on the ground that the composition in bankruptcy discharged the partners as well as the firm. *Abbott* v. *Anderson*, 106 N. E. 782 (Ill.).

In reaching this conclusion the court relies upon the principle, established since the confirmation of the composition, that the estates of non-bankrupt partners may be administered in the firm bankruptcy for the purpose of paying firm debts. *Francis* v. *McNeal*, 228 U. S. 695. The precise result, moreover, finds support in the language of the Supreme Court. See *Francis* v. *McNeal*, *supra*, 701. It must be admitted, however, that a consistent application of the entity theory of partnership, recognized certainly to some extent by the Bankruptcy Act of 1898, would demand the contrary result in both cases. BANKRUPTCY ACT OF 1898, § 1 *a* (19); § 5 *a*, *c*, *h*. On this ground previous authorities had held that a discharge of the firm did not discharge the partners. *Strause* v. *Hooper*, 105 Fed. 590; *In re Hale*, 107 Fed. 432. See 1 LOVELAND, BANKRUPTCY, § 278. Some courts had also declined to administer individual assets on the bankruptcy of the firm alone. *In re Bertenshaw*, 157 Fed. 363. See 27 HARV. L. REV. 175. It was clearly established, furthermore, that the firm could be bankrupt although the members were not. *Dickas* v. *Barnes*, 140 Fed. 849; *In re Pincus*, 147 Fed. 621. But *cf.* *Vaccaro* v. *Security Bank of Memphis*, 103 Fed. 436, 442. To carry the entity theory through successfully, however, it would be essential that some obligation to contribute to the payment of the firm debts run to a bankrupt firm from its members, for otherwise bankruptcy proceedings against the firm seem rather fruitless. See *In re Forbes*, 128 Fed. 137, 139; 20 HARV. L. REV. 589, 603. But neither the common law nor the Bankruptcy Act furnishes any basis for such a liability. See *Francis* v. *McNeal*, *supra*, 699. But *cf.* 18 HARV. L. REV. 495, 500. Accordingly, however objectionable the combined result of the principal case and *Francis* v. *McNeal* may be from the point of view of the entity theory or of logic, it nevertheless accomplishes justice and is not wholly unfortunate. For it avoids the futility of discharging only a shadowy partnership entity and yet relieves the partners from liability only after using their individual estates in payment of the firm creditors. On the facts of this particular case, it is true, the hard-

ship to the creditors was severe. But it was unavoidable, for the court was bound to give effect to the discharge in the light of the law as it had been determined since the decision of the bankruptcy court.

BANKRUPTCY — STATE BANKRUPTCY AND INSOLVENCY LAWS — EFFECT OF GENERAL ASSIGNMENT UNDER STATE LAWS. — A state statute provided that a general assignment should dissolve prior attachments and should entitle the debtor to a discharge on certain conditions. After an attachment, the debtor made a general assignment, and within four months thereafter, but more than four months after the attachment, a petition in bankruptcy was filed against him. *Held*, that the attachment is valid. *Pelton* v. *Sheridan*, 144 Pac. 410 (Ore.).

The National Bankruptcy Act is the supreme law of the land, and suspends state statutes which encroach upon its domain. *Parmenter Mfg. Co.* v. *Hamilton*, 172 Mass. 178, 51 N. E. 529. See *Tua* v. *Carriere*, 117 U. S. 201. Accordingly, the provision for discharge in the statute in the principal case is clearly objectionable, and the court holds it such an integral part of the statute that the whole must fall. The assignment was, therefore, absolutely void, and left the attachment untouched. It has been held, however, that a general assignment under a similar statute may still be good as a common-law assignment. *Boese* v. *King*, 108 U. S. 379. Regardless of the wisdom of this doctrine, it is clear that even this decision does not give the assignment more than its common-law effect, so that all peculiar statutory incidents are inoperative and the prior attachment would not be dissolved. *Boese* v. *King*, *supra*. Some states, however, have mistakenly held that the assignment takes effect under the statute, and is only nullified by proceedings in bankruptcy, so that the attachment lien, being once dissolved, cannot be revived. *Binder* v. *McDonald*, 106 Wis. 332, 82 N. W. 156. The statute in the principal case might perhaps be held to trench upon the national act by reason alone of its provision for dissolving attachments. For it may be said that the national act requires by necessary implication that all liens older than four months shall stand, and that a state law which gives to general assignments the effect of avoiding prior attachments conflicts with the federal law. See *Tua* v. *Carriere*, *supra*. *Cf.* *Ebersole* v. *Adams*, 10 Bush (Ky.) 1873; *Binder* v. *McDonald*, *supra*.

CARRIERS — DISCRIMINATION AND OVERCHARGE — MISTAKE: LIABILITY FOR QUOTING PUBLISHED RATE NO LONGER APPLICABLE BECAUSE OF CHANGE IN NAME OF STATION. — The defendant railroad had filed with the Interstate Commerce Commission through tariffs on cement, naming $1.85 and $2.25 per ton as the rates, respectively, to Bradford and Niantic. Bradford station was then renamed Melville station, and Niantic station was renamed Bradford station; but the changes were not indicated in the schedules published or on file. More than a year later a shipper consigned cement to the new Bradford station, relying on the published schedules which indicated a rate of $1.85 to "Bradford." The carrier collected the freight at $2.25 from the consignee, who was reimbursed by the shipper. *Held*, that the shipper can recover the difference from the railroad. *Charles Warner Co.* v. *Delaware, L. & W. R. Co.*, 32 I. C. C. 244.

Under the federal laws, any deviation from tariffs published and filed with the Interstate Commerce Commission is forbidden. 34 STAT. AT LARGE, 586. So stringent is the prohibition that, where shipments have been made in reliance on tariffs negligently misquoted by a freight agent, the shipper is denied recovery in an action for such negligence, since recovery would indirectly violate the statute. *Illinois Central R. Co.* v. *Henderson Elevator Co.*, 226 U. S. 441; *Poor* v. *Chicago, B. & Q. Ry. Co.*, 12 I. C. C. 418. See 27 HARV. L. REV. 177. A recent Missouri case adopts this view. *Sloop* v. *Delano*, 170 S. W. 385 (Mo.